

#1933

AGREEMENT
BETWEEN
DELAWARE TOWNSHIP
AND
LOCAL 866

January 1, 1996 through December 31, 1998

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE/RECOGNITION	1
ARTICLE II - MANAGEMENT RIGHTS	2
ARTICLE III - MAINTENANCE OF WORK OPERATIONS	4
ARTICLE IV - GRIEVANCE PROCEDURE	6
ARTICLE V - BULLETIN BOARDS	11
ARTICLE VI - OVERTIME/HOURS OF WORK.	12
ARTICLE VII - VACATIONS	13
ARTICLE VIII - SICK LEAVE	15
ARTICLE IX - FUNERAL LEAVE	19
ARTICLE X - INSURANCE/PENSIONS	20
ARTICLE XI - HOLIDAYS	21
ARTICLE XII - WORK-INCURRED INJURY	22A
ARTICLE XIII - MILITARY LEAVE	23
ARTICLE XIV - LEAVE OF ABSENCE WITHOUT PAY	24
ARTICLE XV - DISCRIMINATION AND COERCION	25
ARTICLE XVI - PROBATIONARY PERIOD	26
ARTICLE XVII - SEPARABILITY AND SAVINGS	27
ARTICLE XVIII - MISCELLANEOUS PAID LEAVE	28
ARTICLE XIX - OUTSIDE EMPLOYMENT	30
ARTICLE XX - DISCIPLINE/DISCHARGE.	31
ARTICLE XXI - SAFETY	32
ARTICLE XXII - DUES CHECK-OFF.	33
ARTICLE XXIII - AGENCY SHOP.	34
ARTICLE XXIV - FULLY-BARGAINED AGREEMENT	37

PREAMBLE AND RECOGNITION

A. This agreement entered into this 1st day of January 1993, by and between Delaware Township in the County of Hunterdon hereinafter called the "Employer", and Local 866 duly appointed representative as certified in Docket No. RO-90-104 hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Employer and the Union.

B. The Employer hereby recognizes Local No. 866 Affiliated with the International Brotherhood of Teamsters Chauffeurs, Warehousemen and Helpers of America as the exclusive representative for the purposes of collective negotiations with respect to wages, hours of work and other negotiable terms and conditions of employment for all Blue Collared employees and Part-time employees over 20 hours per week employed by the Delaware Twp., but excluding all other employees including seasonal, temporary, managerial executive, confidential employees, professional employees, police, craftsmen and supervisors within the meaning of the Act.

C. The Employer will provide the Union with an updated list of covered employees showing name, address, classification and social security number once every six months. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur. The Employer will notify the Union within one (1) week of any new hires.

(10) Make reasonable and binding rules and regulations which shall not be inconsistent or contrary to this Agreement.

B. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any national, state, county or local laws or regulations.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach.

Head for the purpose of resolving the matter informally. Failure to act within said five (5) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no written agreement can be reached within five (5) calendar days of the initial discussion with the Department Head, the employee or the Union may present the grievance in writing within five (5) calendar days thereafter to the immediate supervisor or his designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Committee or its designee within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute.

5. The costs for the services of the arbitrator shall be borne equally by the Township and the Union.

6. Only one issue at a time may be submitted to Arbitration.

7. The arbitrator shall have no authority to add, or modify any terms of this Agreement or establish new terms or conditions under this Agreement.

E. Upon prior notice and authorization of the Department Head or his designee, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the

ARTICLE V

BULLETIN BOARD

A. Employer will maintain bulletin boards in suitable places mutually agreed on between Employer and Union, to be used solely by Union for posting notices. Notices shall be restricted to the following types, except that additionally notice may be posted by mutual consent.

- (1) Notices of union recreational and social affairs;
- (2) Notices of union elections, appointments, and results of union elections;
- (3) Notices of union meetings and educational classes.

B. The bulletin boards shall not be used by Union or its members to disseminate propaganda of any kind, to distribute political pamphlets or any other type of political matter, or for advertising.

ARTICLE VII

VACATIONS

A. Full-time permanent employees shall receive the following vacations:

1.	0-1	0
2.	From one (1) year through two (2) years of continuous service	5
3.	From two (2) years through six (6) years of continuous service	10
4.	From six (6) years through fifteen (15) years of continuous service	15
5.	From fifteen (15) or more years of continuous service	20

Continuous years of service shall be calculated.

A. All vacation time shall be used in the current year but may accumulate with the prior approval of the Department Head up to five (5) days to be used during the next calendar year or lost.

B. When an employee requests permission to use an individual vacation day, such requests shall be submitted at least five (5) days in advance and shall be granted at the discretion of the Department Head, such approval shall not be unreasonably withheld.

C. Partial vacation days shall only permitted by the Department Head in extreme emergencies.

ARTICLE VIII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness which makes it impossible for the employee to perform the duties of his position, accident or exposure to a contagious disease requiring isolation.

B. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Such requests shall not be arbitrary nor capricious. Abuse of sick leave shall be cause for disciplinary action.

1. In all cases of reported illness or disability suffered by an employee, the Employer reserves the right to request a Medical Physician to examine the reports on the condition of the patient report at the expense of the Employer.

C. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician.

D. The rules which follow apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.

E. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's

procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

J. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action up to and including discharge. An employee who is absent for three (3) consecutive days or more and who does not notify his Department Head or some other responsible representative of the Township any of the first three (3) days will be subject to dismissal.

K. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

L. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to immediate discharge.

M. In the event that an employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an

ARTICLE IX

FUNERAL LEAVE

A. An employee may be granted time off, with pay, not to exceed five (5) calendar days in the event of a death in his/her immediate family from day of death or funeral. The term "immediate family" for the purpose of this policy shall mean the child, and spouse. An employee shall receive three (3) calendar days from day of death or day of funeral for death of parent and day of funeral for death of brother or sister.

B. Reasonable verification of the death may be required by the employer.

C. After the expiration of the bereavement leave the employee has the option of using accumulated vacation and personal days in order to extend his/her time off, due to extenuating circumstances resulting from the death of a spouse or child.

D. If an employee terminates his/her employment with the Township, the Township may deduct from his/her last paycheck any advance leave days that the employee has taken but not earned.

E. Such leave is not in addition to any holiday off, vacation leave or compensatory time falling within time of bereavement.

ARTICLE XI

HOLIDAYS

A. The Township hereby designates the following holidays:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

1/2 Day Christmas Eve

1/2 Day New Years Eve

Christmas Day

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

C. Should an official holiday occur while an employee is on sick or vacation leave the employee shall not have that holiday charged against sick or vacation leave.

D. Any employee who is on leave of absence (i.e. injury leave, worker's compensation or any other leave) shall not be

ARTICLE XII

WORK-CONNECTED INJURY

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report within eight (8) hours or when physically able thereof to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he/her is capable of returning to work.

C. An employee who is disabled by an injury incurred in the direct performance of his duty or by reasons as a direct result of or arising out of his employment and who qualifies for workmen's compensation benefits shall receive leave with pay which shall not be charged against accumulated sick leave.

D. Any employee who suffers a work-connected injury or disability, the Township shall continue the employee at full pay for workmen's compensation benefits shall be paid directly over to the Township up to a year.

E. Nothing herein contained shall be considered to be in derogation or restrictive of any statute now in effect limiting the period during which municipal employees may be compensated for leave on account of disability or of illness (such as N.J.R.S. 40:11-8 and 40:11-9), but these provisions are to be construed and administered in conjunction therewith.

ARTICLE XIV

LEAVE OF ABSENCE WITHOUT PAY

A. Any employee may request a leave of absence without pay, not to exceed six (6) months, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward request to Employer. The Employer will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for extension of time shall be at the discretion of the Employer. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non grievable.

ARTICLE XVI

PROBATIONARY PERIOD

A. All employees promoted and/or hired during the term of this Agreement shall serve a probationary period of ninety calendar days from the date of hire. During this probationary period, the Employer reserves the right to fire and/or demote a probationary employee for any reason. An employee if fired and/or demoted shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head for a period of forty-five (45) days.

ARTICLE XVIII

MISCELLANEOUS PAID LEAVE

A. Personal Days

1. Employees covered under this Agreement shall be allowed three (3) days of personal business leave annually with the approval of the Department Head or designee whose consent shall not be unreasonably withheld. Such leave shall be non-cumulative.

2. A personal business day application shall, except in cases of emergency, be made at least three (3) working days prior to the personal day to be taken.

3. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purposes of recreation.

4. Personal days shall not be taken on a day immediately prior to or on the day immediately after a holiday or vacation day without the specific approval of the Department Head.

B. Jury Leave

1. Any permanent full-time employee who is subpoenaed for jury duty as certified by the clerk of the court shall be paid by the Township his/her daily rate of pay. The employee shall notify the department head upon receipt of a summons for jury duty. If an employee is dismissed prior to 2:00 p.m. the employee will be obligated to return to work that day in order to receive pay for that day. The Township will not be obligated to

ARTICLE XIX

OUTSIDE EMPLOYMENT

A. Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during the employee's normal tours of duty with the Township. However, the employee recognizes that their primary employment responsibility to the Township and will therefore be available, immediately following tours of duty, upon reasonable notice by the Township, if they are called back to perform service on an emergency basis at hours other than during their normal tours of duty. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the Department Head may recall them back to work in the event of an emergency.

ARTICLE XXI

SAFETY

A. The Employer shall provide all safety equipment necessary as determined by management for the performance of work required, including but not limited to first aid kits, D.O.T. flags, flares, and fire extinguishers. All safety equipment and apparel shall remain on the Employer's premises when not in use. Failure to use safety equipment shall result in disciplinary action.

ARTICLE XXIII

AGENCY SHOP

A. Representation Fee Effective upon signing of this Agreement, if a permanent employee does not become a member of the Union during any calendar year (i.e., from January 1 to the following December 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that calendar year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a calendar year, the amount of said representation fee shall be pro rated for members of the Union. The representation fee shall be in an amount equal to no more than eight-five per cent (85%) of the regular Union membership dues, fees, and assessments are certified to the Township by the Union, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

B. Procedure

1. Notification Prior to March 1st of each year, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employees, in accordance with Section 2 below, the full

preceding 30 day period. The list will include names, job titles, and dates of employment for all such employees.

6. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Township before the Union has received the full amount of the representation fee to which it is entitled under this Article through the last day of the month in which employment ceases, the Township will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

C. Indemnification. With respect to dues deductions, representation fee deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend, and hold the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Township pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above not be effective unless and until the Union shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE XXIV

DURATION

A. This Agreement shall be in full force and effect as of January 1, 1996 and remain in effect to and including December 31, 1998 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than ninety (90) nor later than sixty (60) days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Delaware Township, New Jersey on this 15th day of January, 1996.

LOCAL 866

1/15/96 BY:

Robert Ruggie Pres
Michael Ward

DELAWARE TOWNSHIP

John T. Sordano
Robert J. Reed

ATTEST

Judith A. Allen
Judith A. Allen, RMC
Township Clerk

APPENDIX A

1. Effective January 1, 1996, the following hourly salary guide shall be implemented.

	<u>January 1</u> <u>1996</u>	<u>January 1</u> <u>1997</u>	<u>January 1</u> <u>1998</u>
Foreman	\$16.33	\$16.98	\$17.66
Class A - 16 Years & Over	\$16.23	\$16.88	\$17.56
Class B - 11 to Completion of 15 Years	\$16.05	\$16.69	\$17.36
Class C - 5 to Completion of 11 Years	\$15.85	\$16.48	\$17.14
Class D - 1 to Completion of 5 Years	\$15.65	\$16.28	\$16.93

- NOTES:
1. The employer shall be able to hire new employees at a wage class commensurate with work experience and qualifications provided any current incumbent employee maintains a wage rate of at least equal to the new employee. The Foreman rate shall be excluded from this provision.
 2. Layover time shall be paid, or the employees shall be sent home.
 3. Each employee shall be reimbursed up to \$200.00 per year for the purchase of work related clothing.